

William J. Better, Esq.  
[betterlaw@berk.com](mailto:betterlaw@berk.com)

**WILLIAM J. BETTER, P.C.**  
1 ALBANY AVENUE  
KINDERHOOK, NY 12106  
Telephone 518-758-1511  
Facsimile 518-758-1227

N. Daniel Reeder, Esq.  
[njrbetterlaw@fairpoint.net](mailto:njrbetterlaw@fairpoint.net)  
Also admitted to practice in the  
Commonwealth of Virginia

October 2, 2015

**VIA ECF and a Courtesy Copy via FAX to (212) 805-7986**

Honorable Paul G. Gardephe  
United States District Court Judge  
United States District Court, Southern District of New York  
40 Foley Square, Room 2204  
New York, New York 10007

RE: Civil Case Management Plan and Pre-Trial Conference  
INTERNATIONAL TRADE FINANCE, LLC v. BAC SALES, INC. and SWISS  
GRILLS INTERNATIONAL, LLC  
Civil Action No: 1:15-cv-05615-PGG

Dear Judge Gardephe:

I am in receipt of the letter from the attorney for the Plaintiff, as well the Case Management Plan. The Case Management Plan and the contents of the letter were discussed with me prior to sending it. I agreed with the contents of the Case Management Plan, however, there were items in the letter which I wish to clarify, as the same was not shared with me before it was sent.

First, BAC Sales does not agree with what is alleged as being owed to Swiss Grills, as a credit had to be carried forward from the prior year. Second, BAC has a claim for breach of contract against Swiss Grills for the untimely delivery of grills. Like Plaintiff, we were under the impression this case was settled. My client reached an accommodation with the principals of Swiss Grills whereby my client was to retain the grills rather than reject and return them, and use them toward next year's order. Swiss Grills was to make a payment to ITF and my client was to hang onto the grills that had been shipped in an untimely fashion, rather than return them. My client reached a payment accommodation for a payment in connection with the sale to dealers for next year's grilling season.

It is our understanding approximately one month ago a settlement was being worked out, however, as advised by Plaintiff, money has not been forthcoming and efforts to contact anyone from Swiss Grills has been unsuccessful.

I would join in Plaintiff's request to postpone the conference to see if Swiss Grills pays the money to ITF, as this case will then be discontinued. If you have any questions, please feel free to contact me.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'William J. Better', with a long, sweeping horizontal stroke extending to the right.

William J. Better, Esq.

WJB/dab

cc: Gerry D. Silver, Esq.  
Ross J. Switkes, Esq.  
Andrea Dobin, Esq.